

1 **(July 31, 1995)**

2 **Suspension of Work**

3 Section 1-08.6 is deleted in its entirety and replaced with the following:

4
5 The Engineer may order suspension of all or any part of the work if:

- 6
7 1. Conditions beyond the control of the Contractor, other than unsuitable
8 weather, prevent satisfactory and timely performance of the work; or
9
10 2. The Contractor does not comply with the contract or the Engineer's
11 orders.

12
13 When ordered by the Engineer to suspend or resume work, the Contractor shall
14 do so immediately.

15
16 If the work is suspended for reason (1) above, the period of work stoppage will
17 be counted as nonworking days. But if the Engineer believes the Contractor
18 should have completed the suspended work before the suspension, all or part of
19 the suspension period may be counted as working days. The Engineer will set
20 the number of nonworking days (or parts of days) by deciding how long the
21 suspension delayed the entire project.

22
23 If the work is suspended for reason (2) above, the period of work stoppage will
24 be counted as working days. The lost work time, however, shall not relieve the
25 Contractor from any contract responsibility.

26
27 If the performance of all or any portion of the work is suspended or delayed by
28 the Engineer in writing for an unreasonable period of time (not originally
29 anticipated, customary, or inherent to the construction industry) and the
30 Contractor believes that additional compensation and/or contract time is due as
31 a result of such suspension or delay, the Contractor shall submit to the Engineer
32 in writing a request for adjustment within 7 calendar days of receipt of the notice
33 to resume work. The request shall set forth the reasons and support for such
34 adjustment. Upon receipt, the Engineer will evaluate the Contractor's request.
35 If the Engineer agrees that the cost and/or time required for the performance of
36 the contract has increased as a result of such suspension and the suspension
37 was caused by conditions beyond the control of and not the fault of the
38 Contractor, its suppliers, or subcontractors at any approved tier, and not caused
39 by weather, the Engineer will make an adjustment (excluding profit) and modify
40 the contract in writing accordingly. No contract adjustment will be allowed
41 unless the Contractor has submitted the request for adjustment within the time
42 prescribed. No contract adjustment will be allowed under this clause to the
43 extent that performance would have been suspended or delayed by any other
44 cause, or for which an adjustment is provided for or excluded under any other
45 term or condition of this contract. The Engineer will notify the Contractor of
46 his/her determination whether or not an adjustment of the contract is warranted.
47 Any disagreement with the Engineer's determination shall be pursued as
48 provided in Section 1-04.5.

49
50 If the Engineer has not provided the Contractor with a written order to suspend
51 or delay the work and if the Contractor believes that the performance of work is
52 suspended, delayed, or interrupted for an unreasonable period of time and such
53 suspension, delay or interruption is the responsibility of the Contracting Agency,
54 the Contractor shall immediately submit a written notice of protest to the
55 Engineer as provided in Section 1-04.5. If the Engineer agrees an adjustment is
56 warranted considering all evaluation criteria stated above, the Engineer will
57 make an adjustment (excluding profit) and modify the contract accordingly.
58 However no adjustment shall be allowed for any costs incurred more than 10

1 calendar days before the date the Engineer receives the Contractor's written
2 notice of protest.
3
4 No contract adjustment will be allowed unless all or any part of the work is
5 suspended, delayed, or interrupted for an unreasonable period of time by an act
6 of the Contracting Agency in the administration of the contract, or by failure to
7 act within the time specified in the contract (or if no time is specified, within a
8 reasonable amount of time).
9
10 The Engineer will determine if an equitable adjustment in cost or time is due as
11 provided in this section. The equitable adjustment for increase in costs, if due,
12 shall be subject to the limitations provided in Section 1-09.4, provided that no
13 profit of any kind will be allowed on any increase in cost necessarily caused by
14 the suspension, delay, or interruption.
15
16 If the Contractor contends damages have been suffered as a result of any
17 suspension, delay, or interruption, the Contractor shall keep full and complete
18 records of the costs and additional time of such suspension, delay or interruption
19 and shall permit the Engineer to have access to those records and any other
20 records deemed necessary by the Engineer to assist in evaluating the
21 Contractor's request for adjustment in cost or time and evaluating any protest.
22
23 Requests for extensions of time will be evaluated in accordance with Section 1-
24 08.8.
25
26 The Engineer's determination as to whether or not an adjustment should be
27 made will be final as provided in Section 1-05.1.
28
29 No claim by the Contractor under this clause shall be allowed unless the
30 Contractor has followed the procedures provided in this section and in Sections
31 1-04.5 and 1-09.11.